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#### Contract Database Metadata Elements

Title: **Maine-Endwell Central School District and Maine-Endwell Maintenance and Custodial Association (2006)**

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Union: **Maine-Endwell Maintenance and Custodial Association**

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**AGREEMENT**  
**BETWEEN THE**  
**SUPERINTENDENT OF SCHOOLS**  
**OF THE**  
**MAINE-ENDWELL CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**MAINE-ENDWELL MAINTENANCE & CUSTODIAL ASSOCIATION**  
**2006 – 2011**

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**CONTRACT  
DEFINITIONS  
AND  
PROCEDURES**

## **ARTICLE I – DURATION**

This agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2011.

## **ARTICLE II – RECOGNITION**

- A. The District recognizes the Association as the exclusive bargaining agent for the Maintenance and Custodial unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.
- C. The negotiating unit is the group of employees of the Maine-Endwell Central School District represented by the “Association” and consisting of regular full-time and regular part-time Maintenance and Custodial employees including: Custodian, Head Custodian, Maintenance Man, Head Maintenance Man, Athletic Equipment Manager, Cleaner, and General Mechanic.

## **ARTICLE III – SAVINGS CLAUSE**

- A. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force or effect.

## **ARTICLE IV – STATUTORY NOTICE**

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE V – ZIPPER CLAUSE**

- A. This agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

**EMPLOYMENT  
PRACTICE**

## **ARTICLE VI – DIFFERENTIAL AND OVERTIME**

### **A. Differential**

1. When employees are assigned to work a full shift between the hours of 3:00 p.m. and 11:00 p.m. on weekdays, or a full day on Saturday, or on Sunday then they shall be paid for an eight (8) hour day, which shall include a one-half hour duty free paid lunch. A workweek shall begin on Monday. When an employee who normally works a full shift (8 hours) between the hours of 3:00 p.m. and 11:00 p.m. is temporarily assigned a different full shift (8 hours), he/she will be paid for an eight (8) hour day, which shall include a one-half hour duty free paid lunch.

### **B. Overtime will be paid at the rate of:**

1. One and one-half times the hourly base rate for time assigned on Saturday beyond the regularly scheduled 40 hour week. Two times the hourly base rate for time assigned on Sunday beyond the regularly scheduled 40 hour week.
2. Two times the hourly base rate for all work assigned on a paid holiday. In addition, the employee shall be paid for the holiday at the regular rate.
3. The minimum assignment for a day in which the employee is not scheduled to work shall be two hours.

## **ARTICLE VII – SCHOOL CLOSINGS AND DELAYED OPENINGS**

### **A. In the event schools are closed or the opening of schools is delayed due to inclement weather, the following rules for payment of employees shall apply:**

1. In the event schools are closed for the day, custodial and maintenance workers shall be allowed up to two hours delayed time getting to work, such time shall be made up within the same payroll period or deducted from the employee's salary.
2. In the event the opening of schools is delayed for up to two hours, custodian and maintenance workers are to report for work at their regular times.
3. In the event of emergency, i.e. a natural disaster, where the District indicates that the employee shall not report to work, the employee shall not be deducted in pay. In the event of a state of emergency as declared by appropriate county or state official, and custodian and maintenance workers are directed to report to work, and do report to work, they shall be paid at double their regular rate of pay.

## **ARTICLE VIII – VACANCIES AND PROMOTIONS**

- A. All original job vacancies in the non-instructional units shall be posted in each building. Notices of such vacancies shall be sent to each Head Custodian and the Head Maintenance person for posting. An appointment shall not be made until after the application deadline.
- B. Employees who desire a reassignment or transfer may file a written request to the Personnel Administrator through the Building Principal(s). Such statement shall include the school(s) to which s(he) desires to be transferred in order of preference.
- C. If an employee is transferred or promoted to a higher level position within the unit, s(he) shall receive the starting salary for the position (with up to three years of applicable job related experience or work experience within the unit) or current salary as of the date of transfer, whichever is larger.
- D. On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's Officers and who is its designee for the purpose of Vacancy Notices, if other than the president.



**RIGHTS  
AND  
RESPONSIBILITIES**

## **ARTICLE IX – ASSOCIATION DAYS**

- A. The duly elected delegate(s) to the NYSUT Representative Assembly shall be allowed to attend the convention for one (1) day without loss of pay or leave time.

## **ARTICLE X – DUES DEDUCTION**

### **A. PROCEDURES**

The District agrees that when:

1. The individual employee has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a “unified dues arrangement,” and
2. The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses that are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the “exclusive representative” of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association and
3. The Association has, 30 days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. Deduct authorized dues from the salaries of Association unit members in twenty-six (26) bi-weekly installments beginning on a mutually agreed upon date.
5. Deduct the agency fee provided for in Section 2 of this Article made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
6. Transmit all deducted dues to the Association Treasurer as deducted.

7. Provide dues deductions or additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of the Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2011, notwithstanding the provisions of any statute, rule, law to the contrary in effect now or during the term of the contract. The Association agrees not to seek recovery from the District for loss which might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

## **ARTICLE XI – CONTRACT VIOLATION/REDRESS**

A. DEFINITION:

1. “Grievance” as used in this Agreement is limited to a complaint or request of an employee(s) or the Association, which involved the interpretation or application of or compliance with, the written provisions of this Agreement.
2. “Days” shall mean school days as designated on the current school calendar.
3. “Administrator” shall mean Building Principal, or Plant Operations Supervisor, whichever the case may be.
4. “Grievant” is defined as an employee, group of employees, or the Association.

B. PROCEDURE

Level 1 – Informal Meeting

Grievance will first be discussed with the aggrieved person’s Administrator, at which time the aggrieved employee may:

- a. Discuss the grievance personally; or
- b. Request the Association Representative to accompany the aggrieved employee; or

- c. Request the Association Representative to act in the aggrieved employee's behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of the right to file a grievance.

Five (5) days after the presentation of the grievance to the Administrator, the Administrator shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Personnel Administrator.

#### Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the grievant may within five (5) days file with the Personnel Administrator an appeal in writing, on a form supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent, or his/her designee shall meet with the aggrieved employee and the aggrieved employee's Representative (if the aggrieved employee desires a Representative) at a reasonable time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Personnel Administrator.

Within five (5) days after such a meeting or meetings, the Superintendent, or his/her designee shall make a decision in writing, setting forth conclusions with respect to the grievance. A copy of such decision shall be given to the aggrieved employee and the Association.

#### Level 3 – CPLR, Article 78

If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, the grievant may commence a proceeding to review a claimed violation by the Supreme Court of New York State under a proceeding under CPLR, Article 78. The District waives any required notice specified by Education Law 3813.

## **ARTICLE XII – MANAGEMENT RIGHTS**

- A. The District retains the exclusive right to manage its educational operation and facilities, except as limited by this agreement or by law.

## **COMPENSATION**

## ARTICLE XIII – INSURANCES

### A. HEALTH INSURANCE

The District agrees to pay on behalf of each eligible employee participating in the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association the full premium less the listed employee contribution:

2006-2007 School Year (Employee Contribution) -	Individual	\$300.00
	Family	\$500.00
2007-2008 School Year (Employee Contribution) -	Individual	\$350.00
	Family	\$600.00
2008-2009 School Year (Employee Contribution) -	Individual	\$400.00
	Family	\$700.00
2009-2010 School Year (Employee Contribution) -	Individual	\$450.00
	Family	\$800.00
2010-2011 School Year (Employee Contribution) -	Individual	\$450.00
	Family	\$800.00

Those individuals who have retired from the Maine-Endwell Central School District in order to receive retirement benefits from the New York State Employees Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as employees actively employed by the District. The District shall continue to provide such benefits without contribution on the part of the retiree in relation to any individual or family reimbursement plan for employees who retire prior to June 30, 2011. Employees who retire after June 30, 2011 will contribute the co-pay amount specified in the collective Bargaining Agreement and in effect for active employees on the date in which they retired from the District. This co-pay amount will remain constant as long as they remain participants in the plan. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan.

The health reimbursement plan which is currently offered by the District to active employees provides basic Blue Cross/Blue Shield coverage, prescription Co-pay shall be \$5.00/\$10.00/\$27.00, and Major Medical deduction of \$75.00 for individuals and \$225.00 for family plans. Reference is made to the plan description booklet for a description of the plan.

The District is not required or responsible to make contributions to any government agency, such as the Social Security Administration on account of benefits which may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

The District shall pay each eligible employee, who elects not to participate in the health reimbursement plan identified in this article a fixed sum of money or prorated portion thereof, as follows:

- Those current employees who are currently not taking health insurance shall be paid a sum of money equal to the 2003-2004 individual annual premium each school year.
- Those hired on or after July 1, 2004 or those employees hired prior to July 1, 2004 who elect not to take health insurance (except as provided in the paragraph above) shall be paid \$1,600.00 each school year.

An employee who elects this alternative instead of participating in the health reimbursement plan shall inform the District in writing by the 15<sup>th</sup> day preceding the month they intend to participate.

An employee who elects this alternative to the health reimbursement plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for the months in which they elect this alternative.

An employee who later elects to participate in the health reimbursement plan shall inform the District in writing by the 15<sup>th</sup> day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in the health reimbursement plan. The District reserves the right to restrict the number of times an employee elects to participate in the health reimbursement plan or this alternative in any one school year.

Those hired on or after July 1, 2004 must actually work fifteen (15) years for the Maine-Endwell Central School District in order to be eligible for the health insurance benefit upon retirement from the Maine-Endwell Central School District.

#### **B. DENTAL INSURANCE**

The District will pay on behalf of each eligible employee no more than \$12.34 per month towards the Premium cost.

#### **C. FLEXIBLE BENEFIT PLAN**

A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

### **ARTICLE XIV – HOLIDAYS**

- A. All employees shall receive twelve (12) paid holidays per year, which holidays will be determined at the time the school calendar is established. Holidays will be prorated for the employees working less than full time.

## **ARTICLE XV – SAFETY COMMITTEE**

- A. A Safety Committee shall be established consisting of at least three (3) Association members and up to three (3) members appointed by the District. This committee will offer advisory recommendations to the District that are non-binding and are not subject to the Contract Violation/Redress procedure herein.

## **ARTICLE XVI – LEAVE OF ABSENCE**

A. DEFINITION:

1. Immediate Family – Includes mother, father, son, daughter, spouse, brother and sister.
2. Emergency Medical Attention – Includes situations requiring immediate medical attention of an emergency nature.
3. Non-Emergency Medical Attention – Includes regularly scheduled medical appointments.

B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

An employee shall earn up to twelve (12) sick leave days per year, accumulative without limit, at the rate of one day per month or major part of a month worked. An employee who is on extended sick leave must advise the District at least weekly and after each medical appointment of their medical condition and the prognosis for their return to work. The District reserves the right not to pay sick leave if the employee fails to abide by this provision.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

An employee shall be granted up to three (3) personal business leave days per year. An employee shall be entitled to carry over no more than two (2) personal business leave days, but in no event shall an employee be entitled to use more than five (5) personal business leave days in any one school year. New employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three (3)



days) for employees entering the District during the school year. Any personal business leave days not used, or carried over, by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of a quarter (1/4) day may be taken if coverage or a substitute is available for a quarter (1/4) day.

All other personal business leave days must be taken in half (1/2) day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreational purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

#### D. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parents and step-children.

An employee shall be granted five (5) days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from one (1) to five (5) days based upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

#### E. SICK BANK

The sick bank provides extended sick leave which may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical

attention of the employee. A maximum of 200 days may be borrowed by an employee in a five (5) year period. The employee shall notify the Personnel Administrator in writing of his/her intent to borrow from the District's sick bank.

The employee must pay back the sick bank at the rate of 1.1 days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, no sick leave incentive will be paid to an employee with an outstanding sick bank debt.

An employee shall be eligible to borrow from the sick bank in the event of an extended illness. If the illness is not extended, then the employee must wait ten (10) consecutive work days before the employee shall be eligible to borrow from the sick bank. An extended illness is defined as a personal illness that prevents, or is expected to prevent, the employee from carrying out normal duties for ten (10) consecutive work days or more. Medical proof of the illness must be provided.

#### F. SICK LEAVE INCENTIVE

Sick leave incentive provides for partial payment of unused sick leave upon:

1. Retirement from the NYS Employees' Retirement System
2. When a minimum of six (6) months written notice is given to the District prior to the retirement.

Payment is based on the following formula:

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \times \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of } \$7,000$$

\*If Accumulated Sick Leave is equal to 200 days or more than the divisor, 2, shall be eliminated. If Accumulated Sick Leave is 199 days or less than the divisor, 2, shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

#### G. SHORT-TERM LEAVE

Short-term leave is unpaid leave for absence of ten (10) days or less for personal business which cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. A similar short-term leave will not be applied for within the next two (2) academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

#### H. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twelve (12) calendar months for personal business which cannot be conducted outside the school day or school year.

All long-term leaves must terminate on February 1<sup>st</sup> or July 1<sup>st</sup>. All employees on leave must notify the District ninety (90) days prior to the termination of the leave concerning their intention to return or not to return to the District.

To be eligible for long-term leave:

1. Written application must be made at least ninety (90) calendar days in advance.
2. The supervisor must certify that appropriate coverage is available, and
3. Board approval must be obtained prior to the leave.

#### I. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

## **ARTICLE XVII – RETIREMENT**

- A. The District will provide the Retirement Plan of the New York State Employees' Retirement System as required by law.

## ARTICLE XVIII – SAFE AND FAITHFUL SERVICE INCENTIVE

- A. An incentive shall be paid for any employee who from July 1 through June 30 has no chargeable accidents or unsafe practices and fulfills the following conditions:

Total Sick Leave and  
Personal Leave Absence:

three (3) days or less  
one (1) day or less

Then the Employee  
Shall Receive:

two (2) additional days' pay  
three (3) additional days' pay

Bereavement and personal leave used to attend a funeral shall not be counted against an employee for the purpose of this article.

Chargeable accidents, non-chargeable accidents, or unsafe practices shall be determined by the Safety Committee of this agreement.

## ARTICLE XIX – SALARY

- A. 2006-2007 SALARY

For the period beginning July 1, 2006 and ending June 30, 2007, the hourly rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

Across the board \$.62 (sixty-two cents) wage per hour increase for unit members who worked in 2006-2007 but left employment prior to this agreement.

- B. 2007-2008 SALARY

For the period beginning July 1, 2007 and ending June 30, 2008, the hourly rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

Across the board \$.62 (sixty-two cents) wage per hour increase for unit members who worked in 2007-2008 but left employment prior to this agreement.

C. 2008-2009 SALARY

For the period beginning July 1, 2008 and ending June 30, 2009, the hourly rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

Across the board \$.61 (sixty-one cents) wage per hour increase for unit members who worked in 2008-2009 but left employment prior to this agreement.

C. 2009-2010 SALARY

For the period beginning July 1, 2009 and ending June 30, 2010, the hourly rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

Across the board \$.60 (sixty cents) wage per hour increase for unit members who worked in 2009-2010 but left employment prior to this agreement.

C. 2010-2011 SALARY

For the period beginning July 1, 2010 and ending June 30, 2011, the hourly rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, of any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

Across the board \$.65 (sixty-five cents) wage per hour increase for unit members who worked in 2010-2011 but left employment prior to this agreement.

The District will not hire a maintenance or custodial employee at a compensation rate higher than a current bargaining unit member with commensurate years of experience in the Maine-Endwell Central School District. However, should the district have to make an exception to this principal and need to hire an employee who has special skills and abilities the district will meet and discuss the matter with the Association President prior to the appointment.

## **ARTICLE XX – VACATION**

- A. The District shall provide the following vacation time for a full-time twelve (12) month employee:

<u>Completed Year of Continuous Service</u>	<u>Rate Earned Per Full Month of Employment</u>	<u>Maximum Vacation Days per Year</u>
1	1.0	10
2	1.0	10
3	1.0	10
4	1.0	10
5	1.0	10
6	1.1	11
7	1.2	12
8	1.3	13
9	1.4	14
10	1.5	15
11	1.5	15
12	1.5	15
13	1.5	15
14	1.5	15
15 or more	2.0	20

- B. The District shall grant an additional five (5) days of vacation on the occasion of the anniversary of the fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), and each five (5) year period thereafter, of an employees' completion of said years of continuous service. This additional five (5) days of vacation shall only be for the year granted and shall not be cumulative nor carried over to the succeeding year.

## **ARTICLE XXI – PROTECTIVE GEAR**

- A. The District shall provide protective gear by mutual agreement of the parties. Such items shall be owned by the District.

## **ARTICLE XXII – DESIGNATED SIGN BUILDER**

- A. There will be three (3) designated sign builders – paid \$500 per school year. There will be one (1) substitute sign builder – paid \$300 per year.

## ARTICLE XXIII - LONGEVITY

Longevity is defined as continuous, unbroken service to the Maine-Endwell Central School District. Longevity credit will be applied to staff on their employment anniversary day following the completion of their required eligible years of service.

<u>Longevity Eligibility Chart – Completed Continuous/Unbroken Service (Not Accumulative)</u>	<u>Longevity Hourly Rate</u>
Seven (7) years	Five Cents (.05)
Fifteen (15) years	Ten Cents (.10)

The Longevity Payments are not cumulative. The total longevity payment after 15 years will be 10 cents per hour, not 15 cents per hours.

Retroactive Paychecks – The district will compensate employees their retroactive pay in a separate check and not in a regular by-weekly pay.

Retroactive pay will be distributed solely to continuing employees who were employed for the period beginning July 1, 2005 and ending June 30, 2006 and who continue to remain gainfully employed by the District.

### SIGNATURES

\_\_\_\_\_  
SUPERINTENDENT  
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRESIDENT  
MAINE-ENDWELL CUSTODIAL & MAINTENANCE  
ASSOCIATION

\_\_\_\_\_  
DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of  
Education on \_\_\_\_\_.

\_\_\_\_\_  
CLERK, BOARD OF EDUCATION

\_\_\_\_\_  
DATE